

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 2000A12237/2000A12458
	§	
vs.	§	
	§	
Laineka J. Little		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 188 Richter, River Rouge, Michigan 48218.

The Debt

First Cause of Action - Claim Number: 2000A12237

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$1,765.29
B. Current Capitalized Interest Balance and Accrued Interest	\$3,049.62
C. Administrative Fee, Costs, Penalties	\$33.00
D. Attorneys fees	\$0.00
Total Owed - Claim Number 2000A12237	\$4,847.91

Second Cause of Action - Claim Number: 2000A12458

4. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$1,409.63
B. Current Capitalized Interest Balance and Accrued Interest	\$2,312.91
C. Administrative Fee, Costs, Penalties	\$0.00
D. Attorneys fees	\$0.00
Total Owed - Claim Number 2000A12458	\$3,722.54

TOTAL OWED (Claim Numbers 2000A12237 and 2000A12458) \$8,570.45

The Certificate of Indebtedness, attached as Exhibit "A" and "B", show the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the respective Certificates of Indebtedness, are correct as of the date of the Certificates of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum or \$0.39 per day on Claim Number 2000A12237 and 8.000% per annum or \$0.31 per day on Claim Number 2000A12458.

Failure to Pay

5. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 and 4 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

Laineka J. Little
19472 Woodingham Dr
Detroit, MI 48221-1655

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 08-26-99.

On or about 09-12-88, the borrower executed promissory note(s) to secure loan(s) of \$1,650.00, from Farmer & Merchants at 8.00 percent interest per annum. This loan obligation was guaranteed by United Student Aid Funds, Inc. and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 10-03-90, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,765.29 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 11-09-92, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal	\$ <u>1,765.29</u>
Interest:	\$ <u>1,221.34</u>
Administrative/Collection Costs:	\$ <u>33.00</u>
Late Fees:	\$ <u>0.00</u>

Total debt as of <u>08-26-99</u> :	\$ <u>3,019.63</u>
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Interest accrues on the principal shown here at the rate of \$.39 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 9/13/99

Name: _____
Title: LOAN ANALYST
Branch: LITIGATION BRANCH

HER EDUCATION ASSISTANCE FOUNDATION
BOX 64107 • ST. PAUL, MN 55164

After lender completes application,
mail HEAF copy only to this address.

LENDER COPY

GUARANTEED STUDENT LOAN
(GSL) APPLICATION/
PROMISSORY NOTE

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK - PRESS FIRMLY - OR TYPE)

NAME (NO NICKNAMES)

LITTLE

FIRST

LaineKa

PERMANENT ADDRESS

10655 W. Outer Dr.

CITY Detroit

- STATE

MI

1. WHEN WERE YOU BORN?

PERMANENT HOME PHONE

(313) 838-6151

ZIP

48223

U.S. CITIZENSHIP STATUS (CHECK ONE)

☒ U.S. CITIZEN OR
NATIONAL

☐ PERMANENT RESIDENT OR
OTHER ELIGIBLE ALIEN

ALIEN ID NUMBER IF APPLICABLE

7. PERMANENT RESIDENT

OF WHICH STATE

MI

8a. DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE,
PRINT "NONE" AND GO TO 9)

N/A

8b. STATE IN
WHICH ISSUED

ADDRESS WHILE IN SCHOOL (STREET, CITY, STATE, ZIP)

PHONE AT SCHOOL ADDRESS

(800) 243-9917

11. MAJOR COURSE OF STUDY;
SEE INSTRUCTIONS IN APP. BOOKLET

TRAVEL Agent

12. LOAN AMOUNT REQUESTED

\$ 1650.00

13. LOAN PERIOD
FROM MO DAY YR

7 88 TO 10 89

CREDIT INFORMATION

☐ HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, CONSOLIDATED, OR
COME CONTINGENT LOAN?
☒ NO☐ YES (GO TO 15b)☒ NO (GO TO 20a)

15b. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS

\$

1. UNPAID PRINCIPAL BALANCE OF MOST RECENT GSL

\$

17. GRADE LEVEL OF MOST RECENT GSL;
SEE INSTRUCTIONS IN APP. BOOKLET18. LOAN PERIOD START DATE OF MOST RECENT GSL;
MO DAY YR

19. INTEREST RATE OF MOST RECENT GSL

☐ 7% ☐ 8% ☐ 9%2a. DO YOU HAVE ANY PRIOR UNPAID
SLS (ALAS) OR PLUS LOANS?☒ YES (GO TO 20b) ☐ NO (GO TO 21a)20b. IF YES, TOTAL UNPAID
PRINCIPAL BALANCE OF PRIOR
SLS (ALAS) LOANS RECEIVED DURING

UNDERGRADUATE STUDY \$

GRADUATE STUDY \$

21a. DO YOU HAVE ANY UNPAID
PLUS LOANS IF YOU BOR-
ROWED AS A PARENT UNDER
THE PLUS LOAN PROGRAM?☒ YES (GO TO 21b) ☐ NO (GO TO 22a)21b. IF YES, TOTAL UNPAID
PRINCIPAL BALANCE
OF PLUS
LOANS \$

REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

22a. NAME Ernest Little

STREET 3258 Webb

CITY, STATE, ZIP Detroit, MI 48206

22b. NAME Janetta Griffin

STREET 14781 St. Mary

CITY, STATE, ZIP Detroit, MI 48227

22c. NAME John Bowler

STREET 3901 Grand River

CITY, STATE, ZIP Detroit, MI 48206

NOTICE: You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. PROMISE TO PAY: I promise to pay to the order of my lender the entire Loan Amount Re-
quested shown above, to the extent that it is advanced to me, including the Guarantee Fee and the Origination Fee and Interest of the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the
terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note.
I understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note. By signing this Promissory Note I acknowledge that I have received an exact copy of it.

23a. SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE)

x LaineKa Little

23b. DATE BORROWER SIGNED

09 12 88

SECTION B - TO BE COMPLETED BY SCHOOL

24. NAME OF SCHOOL

County Schools Inc

26. PHONE

(800) 373-6800

27. SCHOOL CODE

020528

25. ADDRESS (STREET, CITY, STATE, ZIP)

3787 Main St. Broussard LA 70606

29. 30. PERIOD LOAN WILL COVER

FROM MO DAY YR

7 88 TO 10 89

31. STUDENT'S GRADE LEVEL (CHECK ONE)

CORRESP. UNDERGRAD. GRAD

1 2 3 4 5 6 7 8 9 10

32. ANTICIPATED GRADUATION DATE

MO DAY YR

1 20 89

33. STUDENT STATUS (CHECK ONE)

☐ DEPENDENT ☒ INDEPENDENT

34. ADJUSTED GROSS INCOME (AGI)

\$ 0

35. COST OF ATTENDANCE FOR LOAN PERIOD

\$ 1675

36. ESTIMATED FINANCIAL AID FOR LOAN PERIOD

\$ 0

37. EXPECTED FAMILY CONTRIBUTION (EFC)

\$ 0

38. DIFFERENCE (ITEM 35 LESS
ITEMS 36 AND 37) OR REAL MAXIMUM

\$ 1675

39. SUGGESTED DISBURSEMENT DATES

1ST DISB. MO DAY YR

2ND DISB. MO DAY YR

3RD DISB. MO DAY YR

40. DO SUGGESTED DISBURSEMENT DATES
CORRESPOND TO SCHOOL TERMS?YES ☐ NO ☒

41. WILL THE STUDENT ATTEND A FOREIGN SCHOOL?

YES ☐ NO ☒

42. SCHOOL USE ONLY

I HAVE READ, I UNDERSTAND, AND I AGREE TO THE
TERMS OF THE SCHOOL CERTIFICATION PRINTED
ON THE REVERSE SIDE OF THIS APPLICATION.

43a. SIGNATURE OF SCHOOL OFFICIAL

x Kristine A Swanson

43b. DATE

9 23 88

43c. PRINT NAME AND TITLE

K.A. Swanson / FA

SECTION C - TO BE COMPLETED BY LENDER

44. NAME OF LENDER

Farmers & Merchants

46. LENDER CODE

804483

50. LOAN DISBURSEMENTS

MO DAY YR AMOUNT

10 06 88 1650

45. ADDRESS (STREET, BUILDING, CITY, STATE, ZIP)

240 W. 4th Colby, KS 67701

47. BRANCH CODE

48. MO DAY YR AMOUNT

49. MO DAY YR AMOUNT

52. IS THIS AN
UNSUBSIDIZED LOAN?YES ☐ NO ☒

53. LENDER ACCOUNT NUMBER

54. LENDER USE ONLY

55a. SIGNATURE OF LENDING OFFICIAL

x Stacy Parriott

PRINT NAME AND TITLE

Stacy Parriott - STL Clerk

51. TOTAL LOAN AMOUNT APPROVED

\$ 1650.00

55b. DATE SIGNED

9 29 88

SECTION D - TO BE COMPLETED BY HEAF

F40- LITTLE, LAINEKA, U

GS CLAIM NO 1993050013675 11-09-92

GSL PROMISSORY NOTE**A. PROMISE TO PAY**

The Interest, Guarantee Fee, and Origination Fee rates and terms (mentioned in the Promise to Pay on the front of this application/promissory note) are:

1. Interest on the unpaid principal balance. The applicable interest rate on this loan will be figured in the following manner: If I have an unpaid principal balance on a Guaranteed Student Loan having an applicable interest rate of 6%, the applicable interest rate on this loan will be 7%. If I have an unpaid principal balance on a Guaranteed Student Loan having an applicable interest rate of 7%, 8%, or 9%, the applicable interest rate on this loan will be the same as that of my other loan(s). If I have no outstanding Guaranteed Student Loans, my applicable interest rate on this loan will be 8%. I understand that if I am eligible for federal interest benefits, the interest will be paid by the Secretary of Education (Secretary) (a) during the period I am in school on at least a half-time basis, (b) during the grace period described under Repayment in this Note, and (c) during the time my loan payments are deferred as allowed by and described under Deferment in this Note. If I am a "new borrower" (as defined below) with a period of enrollment beginning on or after July 1, 1988, my applicable interest rate on this loan will be 8% through the fourth year of repayment. Beginning on the first day of the fifth year of repayment, my applicable interest rate on the loan will be 10% if I am a "new borrower" is one who has no outstanding balance on a GSL, PLUS, ALAS, SLS or Consolidation Loan on the date he or she signs the promissory note and enrollment beginning on or after July 1, 1988.

2. The Guarantee Fee

HEAF may charge a fee to guarantee my loan. The actual fee will be determined by HEAF policy and Rule. The fee will be deducted proportionately from each disbursement after July 1, 1987. I understand that this charge is not attributable to any disbursement I do not receive, which applied to my loan balance or be returned to me. My loan actual guarantee fee charged.

3. The Origination Fee will be deducted from the proceeds of my loan and will be reflected on my disclosure statement, pro rata, on undisbursed amounts, if the loan check is not cashed within 60 days of the date of disbursement. If the loan check is returned to the lender uncashed.

B. DISCLOSURE OF LOAN INFORMATION

I understand that before I receive my first loan check, the lender will provide me with a disclosure statement that identifies all the terms of my loan.

C. GENERAL

I understand that the lender has applied for guarantee from the Higher Education Assistance Foundation (HEAF) and the terms of this Promissory Note will be interpreted under the Act, and the Rules and Regulations of HEAF. This Note shall be governed by the laws of the jurisdiction in which the lender is located.

D. REPAYMENT

I will repay this loan in periodic installments during a grace period beginning on the day after the end of my grace period.

However, during the grace period I may request that the lender defer my repayment until I cease to carry at least one-half time at a school that is participating in the Guaranteed Student Loan program.

1) The Secretary will pay the interest that accrues on my loan during any deferment period, if it is determined that I am eligible for such deferment. If I am not eligible for such deferment, the interest will be paid by the Secretary, the lender may, at its option, choose to pay this interest myself. 2) Once the repayment period begins I will be responsible for the repayment of this loan, except that if the interest accrued during the deferment period was payable by the Secretary, the Secretary will pay the interest on this loan for any period described under Deferment in this Note. 3) The lender may add any interest to the unpaid principal balance of the loan when it is due, in accordance with the Rules and Regulations of HEAF. 4) I will repay this loan over a repayment period of not more than 10 years. However, the following exceptions apply: a. If, during the grace period, I request a shorter repayment period. b. The lender may require a repayment period shorter than 10 years if it ensures that during each year of the repayment period the loan balance does not exceed \$600 of the unpaid principal of all such loans.

5) If I qualify for postponement of my payments during any period described under Deferment in this Note, or if the lender grants "forbearance", as allowed by the Act, those periods will not be included in the 5- and 10-year periods mentioned above.

6) If, during the grace period, I request a shorter repayment period, the lender may grant me a period shorter than 5 years. In that event, I may later choose to have the repayment period extended to 5 years.

7) I must contact the lender prior to expiration of my grace period to negotiate the terms of repayment. If I neglect to do so, I hereby authorize the lender to establish repayment terms within the guidelines set forth in Paragraph 4 of this Section, without my further approval; however, the lender must inform me of these terms in writing at the latest address that I have provided to the lender.

8) The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document that the lender will provide to me before the repayment period begins.

9) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

10) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

11) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

12) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

13) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

14) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

15) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

16) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

17) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

18) My obligation to repay this loan shall be cancelled if I become totally and permanently disabled or die.

G. FORBEARANCE

If I am unable to repay this loan in accordance with the terms established under Repayment in this Note, I may request the lender to modify these terms. I understand that such modification would be at the lender's option and would have to be in compliance with the Act, federal regulations adopted under the Act and the Rules and Regulations of HEAF. I understand that a modification of repayment terms under this Section is different from Deferment (as described in this Note) and that during this period I will remain responsible for payment of interest, which the lender may (a) collect from me on a periodic basis or (b) add to the principal balance of this loan.

H. DEFAULT

1. Definition—I understand that under the Act, and HEAF Rules and Regulations, any of the following events is a default:

a. failing to make any installment payment when due, provided that this failure persists for 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in less frequent installments;

b. using the loan proceeds for other than educational purposes;

c. failing to complete the application for the time identified as my period of enrollment;

d. dropping out of school (a) drop to less than a half-time student, (b) change permanent address.

e. failing to attend school, including interest, immediately after the end of the grace period.

f. failing to attend school, including interest, immediately after the end of the grace period.

g. failing to attend school, including interest, immediately after the end of the grace period.

h. failing to attend school, including interest, immediately after the end of the grace period.

i. failing to attend school, including interest, immediately after the end of the grace period.

j. failing to attend school, including interest, immediately after the end of the grace period.

k. failing to attend school, including interest, immediately after the end of the grace period.

l. failing to attend school, including interest, immediately after the end of the grace period.

m. failing to attend school, including interest, immediately after the end of the grace period.

n. failing to attend school, including interest, immediately after the end of the grace period.

o. failing to attend school, including interest, immediately after the end of the grace period.

p. failing to attend school, including interest, immediately after the end of the grace period.

q. failing to attend school, including interest, immediately after the end of the grace period.

r. failing to attend school, including interest, immediately after the end of the grace period.

s. failing to attend school, including interest, immediately after the end of the grace period.

t. failing to attend school, including interest, immediately after the end of the grace period.

u. failing to attend school, including interest, immediately after the end of the grace period.

v. failing to attend school, including interest, immediately after the end of the grace period.

w. failing to attend school, including interest, immediately after the end of the grace period.

x. failing to attend school, including interest, immediately after the end of the grace period.

y. failing to attend school, including interest, immediately after the end of the grace period.

z. failing to attend school, including interest, immediately after the end of the grace period.

aa. failing to attend school, including interest, immediately after the end of the grace period.

ab. failing to attend school, including interest, immediately after the end of the grace period.

ac. failing to attend school, including interest, immediately after the end of the grace period.

ad. failing to attend school, including interest, immediately after the end of the grace period.

ae. failing to attend school, including interest, immediately after the end of the grace period.

af. failing to attend school, including interest, immediately after the end of the grace period.

ag. failing to attend school, including interest, immediately after the end of the grace period.

ah. failing to attend school, including interest, immediately after the end of the grace period.

ai. failing to attend school, including interest, immediately after the end of the grace period.

aj. failing to attend school, including interest, immediately after the end of the grace period.

ak. failing to attend school, including interest, immediately after the end of the grace period.

CERTIFY UNDER PENALTY OF PERJURY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PROMISSORY NOTE
B. Mason 8-26-99
NAME DATE

AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

1. Warrants that:

- a) no defense of any party is good against the undersigned; and
- b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.

2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.

3. Acknowledges that:

- a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
- b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

SIGNATURE
X Barbara J. Riecke
TITLE DATE
Barbara J. Riecke 11/5/98

F0025 10-87

payment will be reported to one or more of the following: the lender, holder or guaranty agency. This may significantly affect the holder or guaranty agency's credit rating. The lender will be responsible for the payment of the loan within the 30 day period from any credit bureau organization about the accuracy and

United States of America that the undersigned certifies that the information contained in my application is true and correct to the best of my knowledge and belief. I authorize the lender to make my loan application a reference, for the purpose of learning my current address and telephone number. I certify that the proceeds of this loan will be used for educational purposes for the academic period stated on my loan application at the educational institution named on the application. I understand I am responsible for repaying any funds I receive that cannot reasonably be attributed to meeting my educational expenses related to attendance at that institution for the loan period stated. I certify that I am a borrower eligible for participation in the GSL program and that I do not owe a refund to any Title IV aid program. I certify that if I am eligible to apply for a Pell Grant, that I have done so or that I have requested my institution to estimate my eligibility for a Pell Grant. I further certify I have read the materials explaining the federal guaranteed student loan program which have been provided to me and that I understand my responsibilities and my rights under that program.

SCHOOL CERTIFICATION

I hereby certify that the student named in Section A of this application is accepted for enrollment or is enrolled as at least a half-time student, and is making satisfactory progress in a program determined to be eligible for this loan program. I further certify that the student has been determined by this institution, under the regulations applicable to this loan program, to be eligible for the loan applied for. I further certify that based upon records available at this institution and due inquiry to the student, the student has satisfied the requirements under the Selective Service Act necessary to receive financial aid, is not in default on any loan made under any Title IV student assistance program identified in 34 CFR Part 668, and is not liable for any refund of any grant made under any student assistance program identified in 34 CFR Part 668. I further certify that this institution will comply with all applicable provisions of federal law and the rules, regulations, policies, and procedures of HEAF in the administration of this loan. The information provided in Sections A and B and this School Certification is true and correct.

DEFERMENT

I understand that in certain instances authorized by the Act the payments I am required to make, as described under Repayment in this Note, may be deferred. The instances currently authorized by the Act are described under Deferment in the HEAF application information booklet. To obtain such deferment, I agree to comply with the relevant federal regulations and the Rules and Regulations of the HEAF, including, without limitation, submission of required forms to the lender.

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

Laineka J. Little
19472 Woodingham Dr
Detroit, MI 48221-1655

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 08-26-99.

On or about 07-14-90, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00, from Citibank (New York State) at 8.00 percent interest per annum. This loan obligation was guaranteed by Northstar Guarantee, Inc. and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 04-01-91, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,409.63 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 08-08-93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal	\$ <u>1,409.63</u>
Interest:	\$ <u>852.95</u>
Administrative/Collection Costs:	\$ <u>0.00</u>
Late Fees:	\$ <u>0.00</u>
 Total debt as of <u>08-26-99</u> :	 \$ <u>2,262.58</u>

Interest accrues on the principal shown here at the rate of \$.31 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 9/13/99

Name: _____
Title: LOAN ANALYST
Branch: LITIGATION BRANCH

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK - PRESS FIRMLY - OR TYPE)

1. NAME (NO NICKNAMES)
LAST Little FIRST Laineka M.I. J

2. SOCIAL SECURITY NUMBER
3. WHEN WERE YOU BORN?

4. PERMANENT ADDRESS
CITY Detroit STATE Michigan ZIP 48227
13249 Terry

5. PERMANENT HOME PHONE
(313) 273-3797

6. U.S. CITIZENSHIP STATUS (CHECK 1 OR 2)
1 ☒ U.S. CITIZEN OR NATURAL 2 ☐ PERMANENT RESIDENT OR OTHER ELIGIBLE ALIEN

7. PERMANENT RESIDENT OF WHICH STATE
MI

8a. DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE, PRINT "NONE" AND GO TO 9)
NONE

8b. STATE IN WHICH LICENSE ISSUED

9a. ADDRESS OF BORROWER WHILE IN SCHOOL (STREET, CITY, STATE, ZIP)
Same as above

9b. DO YOU WISH TO DEFER REPAYMENT ON ANY GSL LOAN YOU MAY HAVE OUTSTANDING?
☐ YES (See Instruction 9b.) ☒ NO

10. PHONE AT SCHOOL ADDRESS
()

11. MAJOR COURSE OF STUDY, SEE CODES IN INSTRUCTIONS IN APP BOOKLET
12

12. LOAN AMOUNT REQUESTED
2,625

13. LOAN PERIOD FROM 7 MO 90 YR 2 MO 91

PRIOR LOAN INFORMATION: READ INSTRUCTIONS IN THE APPLICATION BOOKLET

14. HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, PERKINS, CONSOLIDATED, OR INCOME CONTINGENT LOAN?
☐ YES (GIVE DETAILS ON SEPARATE SHEET) ☒ NO

15a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS?
☐ YES (GO TO 15b) ☒ NO (GO TO 20a)

15b. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS \$

16. UNPAID PRINCIPAL BALANCE OF MOST RECENT PRIOR GSL \$

17. GRADE LEVEL OF MOST RECENT PRIOR GSL: SEE INSTRUCTIONS IN APP BOOKLET

18. LOAN PERIOD START DATE OF MOST RECENT PRIOR GSL

19. INTEREST RATE OF MOST RECENT PRIOR GSL
☐ 7% ☐ 8% ☐ 9%

REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

20a. NAME Earnest Little STREET 3258 Webb CITY, STATE, ZIP Det, Mi. 48206

20b. NAME Ms. Houston STREET 16615 Blackstone CITY, STATE, ZIP Det Mich. 48209

20c. NAME Debra Smit STREET 12249 Robson CITY, STATE, ZIP Det Mi. 48227

NOTICE TO BORROWER: You agree that the lender identified in Section C is the lender you have chosen. You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. I promise to pay to the order of my lender the entire Loan Amount Requested shown above, to the extent that it is advanced to me, including the Guarantee Fee and the Origination Fee and Interest of the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note. I understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note. By signing this Promissory Note I acknowledge that I have received an exact copy of it.

21a. SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE)
Laineka Little

21b. DATE BORROWER SIGNED
7/17/90

SECTION B - TO BE COMPLETED BY SCHOOL (BORROWER: DO NOT WRITE IN SECTIONS BELOW)

22. NAME OF SCHOOL
National Education Center

23. ADDRESS (STREET, CITY, STATE, ZIP)
4244 Oakman Blvd. Detroit, MI 48224

24. PHONE
(313) 834-1400

25. SCHOOL CODE
011510

26. SCHOOL BRANCH
001

27. ENROLLMENT STATUS (CHECK ONE)
☒ FULL TIME ☐ HALF TIME

28. PERIOD LOAN WILL COVER FROM 7 MO 17 DAY 90 YR TO 2 MO 17 DAY 91 YR

29. STUDENT'S GRADE LEVEL (CHECK ONE)
☐ CORRESP ☒ UNDERGRAD ☐ GRAD

30. ANTICIPATED GRADUATION DATE
MO 2 DAY 17 YR 91

31. STUDENT STATUS (CHECK ONE)
☐ DEPENDENT ☒ INDEPENDENT

32. ADJUSTED GROSS INCOME (AGI)
\$ 0

33. COST OF ATTENDANCE FOR LOAN PERIOD
\$ 8281

34. ESTIMATED FINANCIAL AID FOR LOAN PERIOD
\$ 2044

35. EXPECTED FAMILY CONTRIBUTION (EFC)
\$ 119

36. DIFFERENCE (ITEM 33 LESS ITEMS 34 AND 35) OR LEGAL MAXIMUM
\$ 6118

37. SUGGESTED DISBURSEMENT DATES
1ST DISB. 7 MO 30 DAY 90 YR 2ND DISB. 10 MO 24 DAY 90 YR 3RD DISB. MO DAY YR

38. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS? YES ☒ NO ☐

39. WILL THE STUDENT ATTEND A FOREIGN SCHOOL? YES ☐ NO ☒

40. SCHOOL USE ONLY

I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS OF THE SCHOOL CERTIFICATION PRINTED ON THE REVERSE SIDE OF THIS APPLICATION.

41a. SIGNATURE OF SCHOOL OFFICIAL
Sherry L. Holt / A mgr

41b. DATE
7/17/90

41c. PRINT NAME AND TITLE

SECTION C - TO BE COMPLETED BY LENDER

42. NAME OF LENDER
CITIBANK (NEW YORK STATE)

43. ADDRESS (STREET, BUILDING)
c/o HEAF PROCESSING CENTER

44. LENDER CODE
826878

45. BRANCH CODE
2

46. CITY, STATE, ZIP
P.O. BOX 64102 ST. PAUL, MN 55164

47. TELEPHONE
1-800-828-6103

48. LOAN DISBURSEMENTS
MO DAY YR \$ AMOUNT

49. TOTAL LOAN AMOUNT APPROVED

50. IS THIS AN UNSUBSIDIZED LOAN? YES ☐ NO ☒

51. LENDER ACCOUNT NUMBER

52. LENDER USE ONLY

53a. SIGNATURE OF
ACCEPT

53c. PRINT NAME OF

SECTION D - TO BE COMPLETED BY HEAF

54. HEAF USE ONLY

55. PROMISSORY NOTE STATUS
ACCEPT

56. LENDER COPY

57. 1067304

NAME _____ **DATE** _____

ORIGINAL PROMISSORY NOTE

AND EXACT COPY OF THE

SCHOOL CERTIFICATION

SIGNATURE	X	DATE	11/13/91
TITLE Assistant Vice President Clibbank Student Loan Business			

F0025 10-87

to the terms of the aforesaid Lender Agreement.

[illegible]

b) notwithstanding payment by HEAF of the undersigned's claim and accep-

3. Acknowledges that:

a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and

b) its repayment will be reported to one or more of the following credit reporting agencies, if the lender, holder or guaranty agency will advise:

N

AFFIX TO BACK OF PROMISSORY NOTE

AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

1. Warrants that:

a) no defense of any party is good against the undersigned; and

b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.

2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding, it has not participated therein and it has not exercised any right to vote in such proceeding.

3. HEAF hereby agrees to pay HEAF all amounts owed.

H. DEFAULT

I am unable to repay this loan in accordance with the terms established under Repayment in the Note. I may request the lender to modify these terms. I understand that such modification would be at the lender's option and would have to be in compliance with the Act, Federal regulations adopted under the Act and the Rules and Regulations of HEAR. I understand that a modification of repayment terms under this Section is different from Releasement (as described in this Note) and that due to this period I will remain responsible for payment of interest, which the lender may (a) collect from me on a periodic basis or (b) add to the principal balance of this loan.

G. FORBEARANCE

I understand that in certain instances authorized by the Act the payments I am required to make, as described under "Repayment" in this Note, may be deferred. The instances are currently authorized by the Act as described under "Deferral" in the HEAF application information booklet. To obtain such a deferral, I agree to comply with the relevant federal regulations and the Rules and Regulations of the HEAF, including, without limitation, submission of required forms to the lender.

F DEFERMENT

F. DEFERRMENT

are rates and terms (mentioned in the promise to

Interest (as specified in (4) on the unpaid principal sum and accrued interest are paid